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[FOR A COMPLETE LISTING OF DEFENDANTS'  
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IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

|                            |   |                            |
|----------------------------|---|----------------------------|
| NOMADIX, INC.,             | ) | Civil Action No.           |
| Plaintiff,                 | ) | CV09-08441 DDP (VBKx)      |
| v.                         | ) | <b>SUPPLEMENTAL</b>        |
| HEWLETT-PACKARD COMPANY et | ) | <b>PROTECTIVE ORDER</b>    |
| al.,                       | ) |                            |
| Defendants.                | ) | Honorable Victor B. Kenton |

AND RELATED COUNTERCLAIMS

**ORDER AND STATEMENT OF GOOD CAUSE**

Each of Plaintiff Nomadix, Inc. and Defendant Hewlett-Packard Company (collectively, the “Parties”; individually, a “Party”) possesses software source code that may relate to the subject matter of this action that it deems highly confidential, that has not been disseminated to the public at large, that is not readily discoverable by competitors and that has been the subject of extensive efforts to maintain its secrecy, and for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation would be warranted. In addition, the great majority of HP’s own employees are not permitted to review HP’s source code. The Court has entered a protective order (Docket No. 205) that contemplates that the production of source code may be subject to additional provisions.

Accordingly, based upon the agreement of the Parties and for good cause as recited above and in Docket No. 205,

IT IS HEREBY ORDERED that whenever, in the course of these proceedings, either Party has occasion to disclose software source code, the Parties shall employ the following procedures:

**DEFINITIONS**

1. The term “Main Protective Order” refers to the protective order entered by the Court as Docket No. 205.

2. The term “Supplemental Protective Order” refers to the instant protective order.

3. All definitions from the Main Protective Order are incorporated herein by reference and are modified only as expressly indicated herein.

**SUPPLEMENTAL NATURE**

4. This Supplemental Protective Order supplements the Main Protective Order and is to be interpreted in conjunction with the Main Protective Order. Unless this Supplemental Protective Order specifies otherwise, this

Supplemental Protective Order does not override or supplant any provisions in the Main Protective Order.

### **DESIGNATION**

5. Any Producing Party may designate Litigation Material as “Highly Confidential – Source Code – Restricted Access Only” in accordance with this Supplemental Protective Order.

6. The term “Highly Confidential – Source Code – Restricted Access Only Material” refers to any Litigation Material designated “Highly Confidential – Source Code – Restricted Access Only”; any copies thereof; and the information contained in such Litigation Material or such copies, including summaries of such information. The terms “Protected Material” and “Protected Technical Material” from the Main Protective Order are hereby modified to include Highly Confidential – Source Code – Restricted Access Only Material and all provisions in the Main Protective Order referring to “Protected Material” and/or “Protected Technical Material” are hereby updated accordingly as between the Parties.

### **Designation Procedure**

7. Paragraphs 10 through 13 of the Main Protective Order apply equally and analogously to Highly Confidential – Source Code – Restricted Access Only Material and designations of Litigation Material as “Highly Confidential – Source Code – Restricted Access Only.” Paragraph 14 of the Main Protective Order is amended as follows (insertions underlined):

14. From the time of any deposition through the end of thirty-one (31) business days after a final transcript of the deposition is made available by a reporter, the deposition (including exhibits) and any transcript or recording thereof shall be treated as Highly Confidential – Attorneys’ Eyes Only Material, unless the contents of Highly Confidential – Source Code –



**FORMAT OF PRODUCTION**

10. For source code and files related to source code (e.g., configuration files, Makefiles, files storing input or output related to source code and/or the program that the source code underlies, files related to source code management and/or revision systems, read me files, etc.) that are to be produced:

- (a) The Producing Party shall produce the source code and related files in native format and broken out by version number and, if applicable, product name and/or product model number. The Producing Party shall identify or supply software and/or programming tools that can be used to view and compile the source code.
- (b) The production of a given version of source code and related files shall preserve all file names, directory names and directory structures.
- (c) The Producing Party may make Highly Confidential – Source Code – Restricted Access Only Material available according to Option 1 or Option 2:
  - a. Under Option 1, the Producing Party may produce source code and related files designated “Highly Confidential – Source Code – Restricted Access Only” pursuant to this Supplemental Protective Order and the Main Protective Order on an encrypted CD(s), DVD(s), hard drive(s), virtual drive(s) or other media.
  - b. Under Option 2, all Highly Confidential – Source Code – Restricted Access Only Material shall be made available by the Producing Party to the Receiving Party’s outside counsel and/or experts in a secure room on a secure computer without Internet access or network access to other computers and with all input/output ports (such as USB) blocked, as necessary and appropriate to prevent and protect against any unauthorized copying, transmission, removal, or other transfer of any source

1 code outside or away from the computer on which the source code  
2 is provided for inspection (the "Source Code Computer").  
3 However, the Source Code Computer shall be provided equipped  
4 with a modern QWERTY keyboard, an optical mouse, mouse pad  
5 and two display screens, and sufficient USB or other ports enabled  
6 for such configuration. Any Source Code Computer must be  
7 equipped with a Windows XP or Windows 7 operating system, at  
8 least 100 GB of hard disk storage, at least 2 GB of RAM and a  
9 modern processor (e.g., dual-core Intel processor), unless such  
10 configuration would somehow interfere with the review of the  
11 Highly Confidential – Source Code – Restricted Access Only  
12 Material, in which case the Parties shall confer regarding a suitable  
13 alternative configuration. The Producing Party shall install tools  
14 that are sufficient for viewing and searching the code produced, on  
15 the platform produced, that are presently used in the ordinary  
16 course of the Producing Party's business. The Producing Party  
17 shall provide a list of the tools that it intends to install on the  
18 Source Code Computer five (5) business days before the Source  
19 Code Computer is made available for inspection. The Receiving  
20 Party's outside counsel and/or experts may request that software  
21 tools for assisting the reviewing and searching of the electronic  
22 Highly Confidential – Source Code – Restricted Access Only  
23 Material (such as Notepad++, Ultra Edit Studio, Emacs/Etags (part  
24 of the Cygwin tool suite), or other such similar tools for viewing  
25 and searching source code) be installed on the secured computer,  
26 provided, however, that installation of such other software tools is  
27 consistent with all of the protections herein. The Receiving Party  
28 must provide the Producing Party with a CD or DVD containing

1 such licensed software tool(s), or else identify web sites from  
2 which such software may be legally downloaded, at least ten (10)  
3 days in advance of the date upon which the Receiving Party wishes  
4 to have the additional software tools available for use on the Source  
5 Code Computer. The Producing Party must install any such  
6 software (to the extent permitted by law) that the Receiving Party  
7 desires. For emphasis, it should be noted that the tools for  
8 reviewing Highly Confidential – Source Code – Restricted Access  
9 Only Material may not be used to circumvent the protections of this  
10 Supplemental Protective Order in any way. The Producing Party  
11 shall not install on the Source Code Computer any software that  
12 could compromise the protected nature of the Receiving Party's  
13 work product (such as a keystroke logger). The Parties shall confer  
14 in good faith regarding any substantial configuration changes that  
15 the Receiving Party believes would aid in its review process  
16 consistent with the security provisions herein.

17 (d) To the extent that total compliance with subparagraphs (a) and (b)  
18 would be infeasible or burdensome for a Producing Party with respect  
19 to non-source-code documents or information (e.g., with respect to  
20 source code management or revision system files), the Producing Party  
21 and Receiving Party will discuss solutions whereby the documents or  
22 information are produced electronically and reasonably in compliance  
23 with subparagraphs (a) and (b). This subparagraph (d) does not  
24 exempt production of source code from compliance with  
25 subparagraphs (a) and (b).

26 (e) Subparagraphs (a) through (d) apply only to the extent the source-code  
27 document or file related to source code is available to the Producing  
28 Party in native format. If the document is not available in native



1 format (because, e.g., it is a printout of source code with handwritten  
2 remarks), the document may be produced in accordance with the  
3 Parties' agreements, and any orders by this Court, regarding other  
4 types of documents, or, at the Producing Party's option, may be made  
5 available for inspection at the location at which the Producing Party's  
6 electronic Highly Confidential – Source Code – Restricted Access  
7 Only Material is made available and, in any case, shall be treated  
8 under the same security provisions applicable to Highly Confidential –  
9 Source Code – Restricted Access Only Material (including but not  
10 limited to restrictions on copying and storage) under this Supplemental  
11 Protective Order.

12 **SUPPLEMENTAL SECURITY PROVISIONS**

13 11. Unless the Producing Party advises otherwise, Highly Confidential  
14 – Source Code – Restricted Access Only Material shall be subject to the  
15 following protections indicated for Option 1 or Option 2.

16 **Provisions Applying To Option 1**

17 12. To the extent any Receiving Party (apart from the persons  
18 identified in paragraph 17(i) of the Main Protective Order) electronically  
19 maintains Highly Confidential – Source Code – Restricted Access Only  
20 Material, such Receiving Party shall maintain such Highly Confidential –  
21 Source Code – Restricted Access Only Material on an encrypted CD(s),  
22 DVD(s), hard drive(s), virtual drive(s) or other media. Access to the  
23 password(s) or decryption key(s) used to unlock the encrypted media shall be  
24 restricted and such password(s) or decryption key(s) shall be stored securely.  
25 Upon request, if the Producing Party has a justifiable belief that Highly  
26 Confidential – Source Code – Restricted Access Only Material has been  
27 improperly disclosed, the Receiving Party shall provide the Producing Party  
28 with a list of the persons with access to such password(s) or decryption key(s).



1 The Parties may use the free software tool TrueCrypt ([www.truecrypt.org](http://www.truecrypt.org),  
2 version 7.0) to encrypt Highly Confidential – Source Code – Restricted Access  
3 Only Material. In particular, the Parties may use any encryption scheme offered  
4 by TrueCrypt, including 256-bit Advanced Encryption Standard (AES).  
5 Regardless of the encryption tool used, the Receiving Party must keep the  
6 Highly Confidential – Source Code – Restricted Access Only Material in an  
7 encrypted and inaccessible state whenever possible. For example, if TrueCrypt  
8 is used, the Receiving Party shall maintain the Highly Confidential – Source  
9 Code – Restricted Access Only Material in a TrueCrypt container / volume,  
10 which will ensure that the Highly Confidential – Source Code – Restricted  
11 Access Only Material is only decrypted in random-access memory (RAM);  
12 additionally, the Receiving Party shall only mount the TrueCrypt volume  
13 containing the Highly Confidential – Source Code – Restricted Access Only  
14 Material to a drive as needed to review the code; when a review session is over,  
15 the volume will be dismounted.

16 13. Regardless of how a Producing Party produces Highly Confidential  
17 – Source Code – Restricted Access Only Material, the Receiving Party shall  
18 store any Highly Confidential – Source Code – Restricted Access Only Material  
19 in a locked room. Access to the key(s) used to unlock any such room shall be  
20 restricted and, upon request if the Producing Party has a justifiable belief that  
21 Highly Confidential – Source Code – Restricted Access Only Material has been  
22 improperly disclosed, the Receiving Party shall provide the Producing Party  
23 with a list of the persons who have had access to such key(s). Any entrance to  
24 the locked room must be marked with an “Access Restricted” notice. The  
25 Receiving Party shall maintain a log of all persons entering any such room to  
26 view Highly Confidential – Source Code – Restricted Access Only Material and  
27 shall provide a copy of the log to the Producing Party upon request if the  
28 Producing Party has a justifiable belief that Highly Confidential – Source Code

1 – Restricted Access Only Material has been improperly disclosed.

2 14. Regardless of how a Producing Party produces Highly Confidential  
3 – Source Code – Restricted Access Only Material, the Receiving Party may  
4 electronically access such Highly Confidential – Source Code – Restricted  
5 Access Only Material only from a computer that is not connected to the Internet  
6 or a network, that is password-protected and that is kept in a locked room as  
7 described in paragraph 13 of this Supplemental Protective Order. The  
8 password(s) used to protect any such computer shall be stored securely and  
9 access to such password(s) shall be restricted to the same individuals who have  
10 access to the password(s) or decryption key(s) used to unlock encrypted media.

11 15. The Receiving Party shall endeavor in good faith to print only such  
12 portions of Highly Confidential – Source Code – Restricted Access Only  
13 Material as are relevant to the claims and defenses in the case and are  
14 reasonably necessary for such purpose. Any Highly Confidential – Source Code  
15 – Restricted Access Only Material so printed must bear the legend “Highly  
16 Confidential – Source Code – Restricted Access Only” and must be kept in the  
17 locked room of paragraph 13. Except as otherwise permitted by this  
18 Supplemental Protective Order or the Main Protective Order, the Receiving  
19 Party will not electronically transmit any of the Producing Party’s Highly  
20 Confidential – Source Code – Restricted Access Only Material in any way from  
21 the offices of its Outside Counsel. However, nothing in this Supplemental  
22 Protective Order or the Main Protective Order prevents a Receiving Party from  
23 making and storing electronic copies of Highly Confidential – Source Code –  
24 Restricted Access Only Material on a computer (including a Computer Option  
25 computer), provided that in making, storing and accessing such electronic  
26 copies the Receiving Party continues to comply with the provisions of this  
27 Supplemental Protective Order and the Main Protective Order.

28 ///

**Provisions Applying To Option 2**

16. The Producing Party will produce Highly Confidential – Source Code – Restricted Access Only Material as follows:

(a) HP will make Highly Confidential – Source Code – Restricted Access Only Material available for inspection in electronic format at the offices of Gibson Dunn, 3161 Michelson Drive, Irvine, California, 92612 (hereinafter, “Gibson”). Nomadix does not presently plan to use Option 2 for making Highly Confidential – Source Code – Restricted Access Only Material available to HP. If Nomadix wishes to use Option 2 then the Parties will confer regarding a suitable inspection site.

(b) At least fourteen (14) days prior to any inspection of the Highly Confidential – Source Code – Restricted Access Only Material, the Receiving Party shall identify all individuals who will be given access to the Highly Confidential – Source Code – Restricted Access Only Material who have not yet been identified under this subsection. (Thus, fourteen days prior to the Receiving Party’s initial inspection of the Highly Confidential – Source Code – Restricted Access Only Material, the Receiving Party must identify all individuals who will access the code at that time; for subsequent inspections, the Receiving Party is only required to identify reviewers fourteen days in advance if those reviewers were not identified fourteen days in advance of a prior review.)

(c) Prior to its initial inspection of the Highly Confidential – Source Code – Restricted Access Only Material, the Receiving Party shall provide at least five (5) business days’ notice to the Producing Party of its intent to inspect the Highly Confidential – Source Code – Restricted Access Only Material. Prior to subsequent inspections of the Highly

1 Confidential – Source Code – Restricted Access Only Material, the  
2 Receiving Party shall provide at least the greater of one (1) business  
3 day's or 24 hours' notice to the Producing Party of its intent to inspect  
4 the Highly Confidential – Source Code – Restricted Access Only  
5 Material.

6 (d) The Highly Confidential – Source Code – Restricted Access Only  
7 Material shall be made available from 9 am to 6 pm Pacific Time,  
8 Monday through Friday (excluding holidays). However, in limited  
9 instances of particular urgency (e.g., prior to the filing of expert  
10 reports, the taking of expert or relevant fact depositions, or the filing  
11 of relevant court papers), the Highly Confidential – Source Code –  
12 Restricted Access Only Material may be made available after hours  
13 and/or on weekends, upon reasonable written request by the Receiving  
14 Party made at least three (3) business days in advance. If there is any  
15 dispute about the reasonableness of such a request by the Receiving  
16 Party, the Parties shall negotiate in good faith to resolve such dispute.

17 (e) Prior to any access to the Highly Confidential – Source Code –  
18 Restricted Access Only Material, each authorized reviewer for the  
19 Receiving Party must show the Producing Party (or its representative  
20 counsel) a photo identification card sanctioned by the government of a  
21 U.S. state, by the United States federal government, or by the nation  
22 state of the authorized person's current citizenship. Access to the  
23 Highly Confidential – Source Code – Restricted Access Only Material  
24 may be denied, at the Producing Party's discretion, to any individual  
25 who fails to provide proper identification. Access to the Highly  
26 Confidential – Source Code – Restricted Access Only Material will be  
27 denied to any individual who was not disclosed according to the  
28 provisions of subparagraph (b) of this paragraph.

1 (f) The Producing Party shall maintain a log recording the identity of the  
2 outside counsel and/or experts accessing the Highly Confidential –  
3 Source Code – Restricted Access Only Material, the date of access,  
4 and the time the access began and ended. The log shall be produced to  
5 the Receiving Party upon request. In the aggregate during the duration  
6 of the case, a total of three (3) individuals identified as consultants or  
7 experts for the Receiving Party and six (6) Outside Counsel for the  
8 Receiving Party are permitted to review the Producing Party’s Highly  
9 Confidential – Source Code – Restricted Access Only Material. If  
10 access for additional consultants, experts, or counsel is necessary, the  
11 Parties shall meet and confer and, if the meet and confer fails, the  
12 Receiving Party may request that the Court resolve the dispute. The  
13 Producing Party shall be entitled to have a person or persons observe  
14 all entrances and exits from the source code viewing room. However,  
15 any such observer shall not be stationed in the source code viewing  
16 room and shall only be stationed at a sufficient distance from the  
17 source code viewing room that he or she cannot overhear  
18 conversations taking place in the source code viewing room at a  
19 reasonable volume. At the end of each day of source code inspection,  
20 each individual that entered the source code review room shall sign a  
21 certification that he or she complied with the terms of this  
22 Supplemental Protective Order.

23 (g) Except as specifically allowed in this Supplemental Protective Order,  
24 no recording devices (including cameras or those on cell phones or  
25 PDAs) or recordable media may be used inside the source code review  
26 room. The Receiving Party’s outside counsel and/or experts shall be  
27 entitled to take notes relating to the Highly Confidential – Source  
28 Code – Restricted Access Only Material but may not copy the Highly

1 Confidential – Source Code – Restricted Access Only Material into the  
2 notes (other than small snippets of code when narrowly tailored and  
3 reasonably necessary to facilitate the Receiving Party’s furtherance of  
4 its claims and defenses in this case) and may not take such notes on  
5 any computer that is connected to any network. Each of the Receiving  
6 Party’s outside counsel and/or experts may bring a single laptop  
7 computer into the source code review room (i.e., one laptop per  
8 authorized reviewer) for the purpose of taking high-level notes  
9 regarding code structure (but such notes may include snippets of code  
10 as described above), as long as any cameras and networking  
11 functionality are turned off or otherwise disabled. No copies of all or  
12 any portion of the Highly Confidential – Source Code – Restricted  
13 Access Only Material may leave the room in which the Highly  
14 Confidential – Source Code – Restricted Access Only Material is  
15 inspected except as otherwise provided in this paragraph 16.

- 16 (h) The Receiving Party may make electronic copies of the Highly  
17 Confidential – Source Code – Restricted Access Only Material  
18 (“Source Code Copies”). Any Source Code Copies must at all times  
19 remain physically on the Source Code Computer. However, in order  
20 to preserve its work product, the Receiving Party may encrypt any  
21 Source Code Copies using the free software tool TrueCrypt  
22 ([www.truecrypt.org](http://www.truecrypt.org), version 7.0), such that only the Receiving Party’s  
23 authorized reviewers may access the Source Code Copies. In  
24 particular, the Receiving Party may use any encryption scheme offered  
25 by TrueCrypt, including 256-bit Advanced Encryption Standard  
26 (AES). Except as provided otherwise in this Supplemental Protective  
27 Order, no electronic copies of the Highly Confidential – Source Code  
28 – Restricted Access Only Material shall be made, and the Receiving

1 Party shall not copy, remove, or otherwise transfer any Highly  
2 Confidential – Source Code – Restricted Access Only Material from  
3 the Source Code Computer including, without limitation, copying,  
4 removing, or transferring the Highly Confidential – Source Code –  
5 Restricted Access Only Material onto any other computers or  
6 peripheral equipment.

- 7 (i) The Producing Party shall make available a color laser printer with  
8 commercially reasonable printing speeds for on-site color printing  
9 during inspection of the Highly Confidential – Source Code –  
10 Restricted Access Only Material. The Producing Party shall also  
11 provide watermarked pre-Bates numbered paper, bearing the legend  
12 “Highly Confidential – Source Code – Restricted Access Only,” which  
13 shall be the only paper on which the Receiving Party may print Highly  
14 Confidential – Source Code – Restricted Access Only Material. Any  
15 watermarks, confidentiality designation legends or Bates numbers  
16 shall not encroach on the printable area of the paper. Except as  
17 otherwise provided herein, no more than 20% or 1,000 pages of the  
18 total source code for any software release may be in printed form at  
19 any one time, and all printed source code shall be logged by the  
20 Receiving Party as described in this Paragraph 16. Additionally,  
21 except as otherwise provided herein, the Receiving Party shall not  
22 print out any continuous block of Highly Confidential – Source Code  
23 – Restricted Access Only Material that results in more than twenty  
24 (20) printed pages. Furthermore, the Receiving Party shall endeavor  
25 in good faith to print only such portions of the Highly Confidential –  
26 Source Code – Restricted Access Only Material as are relevant to the  
27 claims and defenses in the case and are reasonably necessary for such  
28 purpose, and may not print Highly Confidential – Source Code –



1 Restricted Access Only Material in order to review blocks of source  
2 code elsewhere in the first instance, i.e., as an alternative to reviewing  
3 that source code electronically on the Source Code Computer. If  
4 necessary, the Receiving Party may request to print additional pages in  
5 excess of the 20% or 1,000 pages of total source code for a software  
6 release, or continuous blocks that exceed twenty (20) pages, which the  
7 Producing Party shall not unreasonably deny. Counsel for the  
8 Producing Party will keep the originals of these printed Highly  
9 Confidential – Source Code – Restricted Access Only Material, and  
10 color copies shall be made for counsel for the Receiving Party on  
11 watermarked paper either at the time they are requested (if less than  
12 100 pages) or within two (2) business days (if more than 100 pages).  
13 Counsel for the Receiving Party may request up to six (6) copies of  
14 printed Highly Confidential – Source Code – Restricted Access Only  
15 Material. The Receiving Party may not make any further copies of the  
16 printed Highly Confidential – Source Code – Restricted Access Only  
17 Material except as permitted under paragraph 18.

- 18 (j) Unless otherwise agreed in advance by the Parties in writing, the  
19 Receiving Party's outside counsel and/or experts shall remove all  
20 notes, documents, laptops, and all other materials from the source code  
21 review room that may contain work product and/or attorney-client  
22 privileged information at the end of each day. Materials inadvertently  
23 left in the source code review room do not operate as a waiver of the  
24 attorney work product doctrine or any other applicable privilege and  
25 shall be returned to the owner promptly. The Producing Party shall  
26 not be responsible for any items left in the source code review room.

27 **Provisions Applying To Both Options 1 And 2**

- 28 17. In addition to other reasonable steps to maintain the security and

1 confidentiality of the Producing Party's Highly Confidential – Source Code –  
2 Restricted Access Only Material, printed copies of the Highly Confidential –  
3 Source Code – Restricted Access Only Material maintained by the Receiving  
4 Party must be kept in a locked storage container or locked room when not in  
5 use. The Receiving Party shall maintain a log recording the location(s) of the  
6 printed Highly Confidential – Source Code – Restricted Access Only Material,  
7 the identity of the outside counsel and/or experts accessing the printed Highly  
8 Confidential – Source Code – Restricted Access Only Material, the date of  
9 access, and the time the access began and ended. All paper copies of Highly  
10 Confidential – Source Code – Restricted Access Only Material shall be securely  
11 destroyed in a timely manner, when such paper copies are no longer in use (e.g.,  
12 at the conclusion of a deposition). The fact and time of such destruction shall be  
13 recorded on the same log referred to above. The log shall be produced to the  
14 Producing Party upon request if the Producing Party has a justifiable belief that  
15 the printed source code has been improperly disclosed. Notwithstanding the  
16 foregoing, nothing in this Paragraph 17 shall preclude a Receiving Party from  
17 maintaining in printed form, in accordance with the other provisions of this  
18 Supplemental Protective Order, (1) the exhibit-marked copy of any portion of  
19 Highly Confidential – Source Code – Restricted Access Only Material that is  
20 used as a deposition exhibit, (2) attorneys' working copies of portions of Highly  
21 Confidential – Source Code – Restricted Access Only Material that were used as  
22 deposition exhibits, or (3) portions of Highly Confidential – Source Code –  
23 Restricted Access Only Material that were included in, or attached as exhibits  
24 to, any court filing(s).

25 18. Except as provided in this Supplemental Protective Order (such as  
26 in this paragraph or in paragraph 20), absent express written permission from  
27 the Producing Party, the Receiving Party may not create electronic images, or  
28 any other images, or make electronic copies, of the Highly Confidential –

1 Source Code – Restricted Access Only Material from any paper copy of Highly  
2 Confidential – Source Code – Restricted Access Only Material for use in any  
3 manner (including by way of example only, the Receiving Party may not scan  
4 the Highly Confidential – Source Code – Restricted Access Only Material to a  
5 PDF or photograph the Highly Confidential – Source Code – Restricted Access  
6 Only Material). However, nothing in this Supplemental Protective Order or the  
7 Main Protective Order prevents the Parties from including Highly Confidential  
8 – Source Code – Restricted Access Only Material in court filings made under  
9 seal; from preparing exhibits including Highly Confidential – Source Code –  
10 Restricted Access Only Material to be used in expert reports or at depositions,  
11 hearings, trial, mediation or other proceedings in this case; or from including  
12 Highly Confidential – Source Code – Restricted Access Only Material in  
13 discovery responses and similar documents. All such documents shall be  
14 clearly marked “Highly Confidential – Source Code – Restricted Access Only”  
15 and, if filed, shall be filed under seal. Additionally, when including the other  
16 Party’s Highly Confidential – Source Code – Restricted Access Only Material  
17 as an exhibit to a court filing or using the other Party’s Highly Confidential –  
18 Source Code – Restricted Access Only Material as a deposition exhibit, the  
19 Receiving Party shall endeavor to use only such portions of Highly Confidential  
20 – Source Code – Restricted Access Only Material as are reasonably necessary.  
21 Unless agreed by the Parties, images or copies of Highly Confidential – Source  
22 Code – Restricted Access Only Material shall not be included in correspondence  
23 between the Parties (references to production numbers shall be used instead).

24 19. The Receiving Party (apart from the persons identified in paragraph  
25 17(i) of the Main Protective Order) may only transmit or transport Highly  
26 Confidential – Source Code – Restricted Access Only Material as follows:

- 27 (a) If physically lodged or filed with the Court, served upon any Party, or  
28 sent to any other person authorized under this Protective Order to

1 receive Highly Confidential – Source Code – Restricted Access Only  
2 Material, the Highly Confidential – Source Code – Restricted Access  
3 Only Material must be sent (i) in a sealed container via mail or an  
4 established overnight, freight, delivery, or messenger service, or (ii)  
5 via a secure FTP to the extent expressly permitted by this  
6 Supplemental Protective Order or the Main Protective Order.

7 (b) If the Highly Confidential – Source Code – Restricted Access Only  
8 Material is physically transported for any other purpose, the Receiving  
9 Party must retain physical custody and control of the Highly  
10 Confidential – Source Code – Restricted Access Only Material at all  
11 times and must store it in a locked, secure place. The Receiving Party  
12 must notify the Producing Party immediately upon learning that the  
13 transported Highly Confidential – Source Code – Restricted Access  
14 Only Material did not reach its intended destination.

15 (c) With respect to sub-paragraphs (a) and (b), except when being  
16 physically lodged or filed with the Court, the Highly Confidential –  
17 Source Code – Restricted Access Only Material must be transported  
18 on encrypted media.

19 20. Notwithstanding anything in this Supplemental Protective Order,  
20 and to the extent authorized to receive Highly Confidential – Source Code –  
21 Restricted Access Only Material, the Receiving Party may store transcripts,  
22 recordings and exhibits (including those associated with depositions, trial or  
23 other proceedings featuring testimony) designated “Highly Confidential –  
24 Source Code – Restricted Access Only” on non-encrypted media and may  
25 electronically access them from a computer that is connected to the Internet or a  
26 network, provided that access to such transcripts, recordings and exhibits is  
27 restricted to a limited number of people or users within the Receiving Party’s  
28 firm, organization, system, network, etc. by password or by privileges set by an

1 administrator. Nothing in this Protective Order precludes the Receiving Party  
2 from storing on non-encrypted media and accessing from a computer that is  
3 connected to the Internet or a network any Litigation Material whose portions  
4 designated “Highly Confidential – Source Code – Restricted Access Only” have  
5 been redacted or otherwise removed.

6 21. Copies of Highly Confidential – Source Code – Restricted Access  
7 Only Material that are used as deposition exhibits may be handed to the court  
8 reporter for marking with an exhibit number. However, the court reporter will  
9 not take custody of the Highly Confidential – Source Code – Restricted Access  
10 Only Material at the conclusion of the deposition. If such a deposition exhibit  
11 has been marked up or altered in any way by the deponent, the Receiving Party  
12 shall store the exhibit in the same way paper copies of Highly Confidential –  
13 Source Code – Restricted Access Only Material are stored. The Receiving Party  
14 may make electronic copies of such exhibits in accordance with paragraph 20.

15 **USE AND RETURN OR DESTRUCTION**

16 22. Notwithstanding Paragraph 30 of the Main Protective Order, after  
17 final resolution of the case as to either Producing Party (or both), the Producing  
18 Party may give notice to the Receiving Party that the Receiving Party must  
19 return or destroy all Highly Confidential – Source Code – Restricted Access  
20 Only Material, any and all printed or duplicated versions thereof, and any and  
21 all notes or other materials derived therefrom. Within forty-five (45) business  
22 days of such notice, the Receiving Party shall certify the return or destruction of  
23 all such Highly Confidential – Source Code – Restricted Access Only Material,  
24 printed or duplicated versions thereof, and notes or other materials derived  
25 therefrom.

26 **OBJECTIONS**

27 23. Paragraph 33 of the Main Protective Order applies equally and  
28 analogously to designations of Litigation Material as “Highly Confidential –

1 Source Code – Restricted Access Only” and the qualifications set forth in  
2 paragraph 8 of this Supplemental Protective Order.

3 **REVOCATION OF DESIGNATION**

4 24. Paragraph 37 of the Main Protective Order applies equally and  
5 analogously to Highly Confidential – Source Code – Restricted Access Only  
6 Material and designations of Litigation Material as “Highly Confidential –  
7 Source Code – Restricted Access Only.”

8 **INADVERTENT PRODUCTION, DISCLOSURE OR DESIGNATION**

9 25. Paragraph 39 of the Main Protective Order applies equally and  
10 analogously to designations of Litigation Material as “Highly Confidential –  
11 Source Code – Restricted Access Only” and failures to so designate.

12 26. Paragraph 40 of the Main Protective Order applies equally and  
13 analogously to this Supplemental Protective Order.

14 **EXEMPTIONS**

15 27. Paragraphs 41 through 43 of the Main Protective Order apply  
16 equally and analogously to this Supplemental Protective Order.

17 **MISCELLANEOUS PROVISIONS**

18 28. This Supplemental Protective Order is without prejudice to the  
19 right of the Producing Party to seek further or additional protection of  
20 information. Nothing in this Supplemental Protective Order shall be deemed to  
21 bar or preclude the Producing Party from seeking such additional protection,  
22 including, without limitation, an order that certain matters may not be  
23 discovered at all.

24 29. This Supplemental Protective Order is without prejudice to the  
25 right of the Receiving Party to seek modification of or relief from this  
26 Supplemental Protective Order. Nothing in this Supplemental Protective Order  
27 shall be deemed to bar or preclude the Receiving Party from seeking such  
28 modification or relief.





NOMADIX, INC.  
COVINGTON & BURLING LLP

Dated: November 23, 2010 By: /s/ Nathan E. Shafroth (with permission)

Michael K. Plimack  
Robert T. Haslam  
Michael P. Wickey  
Nathan E. Shafroth

Attorneys for Defendant  
HEWLETT-PACKARD COMPANY

**EXHIBIT B**

I have read and fully understand the Main Protective Order entered on September 15, 2010, and the Supplemental Protective Order entered on \_\_\_\_\_, 2010, in the matter of *Nomadix, Inc. v. Hewlett-Packard Company et al.*, Case No. CV09-8441 DDP (VBKx), and agree to be bound by and comply fully with the terms of such orders. Specifically, I will not disclose or permit the unauthorized viewing or disclosure of Protected Material as set forth in the Main Protective Order or the Supplemental Protective Order. Furthermore, if Protected Technical Material is disclosed to me, I will not, until two (2) calendar years after the Termination of this Action, on behalf of a patent applicant or patentee, prepare and/or amend any patent applications of any kind, draft and/or amend patent claims of any kind (including claims that are the subject of reissue or reexamination proceedings), supervise such activities, or consult on such activities whenever such patent applications or patent claims relate to (1) the patents-in-suit or contain claims that it is reasonably likely may be asserted against the Producing Party in this Action or any other action; and relate to (2) charging for, providing or controlling access to computer networks, or to network devices involved in charging for, providing or controlling access to computer networks. I further understand that failure to comply fully with the terms of such Protective Orders may lead to sanctions imposed by the Court. I submit myself to the Court's jurisdiction for purposes of enforcement of the Protective Orders.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

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